

**DEVELOPER'S PACKET  
A TWO STAGE PROJECT  
DISPOSITION PARCEL D-1-B  
AND  
THE STATE ARMORY**



**MUNICIPAL DEVELOPMENT  
COMMITTEE  
CITY OF MIDDLETOWN**

The Municipal Development Committee, acting in behalf of the City of Middletown is seeking proposals from qualified, innovative developers for the development of a substantial parcel of land situated in downtown Middletown, more specifically at the northwest intersection of Union Street and deKoven Drive. In reviewing submitted proposals, the Municipal Development Committee will evaluate submissions from a number of standpoints, most significant of which will be the ability to provide a financially viable undertaking that will make a substantial contribution to the physical and economic vitality of downtown Middletown. In addition, proposals should include a proposed adaptive reuse for the Middletown National Guard Armory, located at 70 Main Street. This State owned property, which is located in the Metro South Historic District, will be made available to the City of Middletown in accordance with Special Act 84-43, which was enacted by the State Legislature in June of 1984. Strong consideration will be given regarding the proposed adaptive reuse of this structure in the Committee's evaluation of submissions.

Proposals should be carefully considered from the following objectives:

- . Sound planning and design principals for structures, site development and proposed adaptive reuses.
- . Architecture should be sympathetic with the character, scale and materials of buildings within the general area.
- .. Proposed development should provide potential opportunities to the local labor force.
- . Highest and best use, cognizant of commercial possibilities and the City's housing needs.

While these objectives are general in nature, they do establish a tone for proposal submission; however, all proposals must endeavor to establish both economic, physical and functional feasibility. The following areas of consideration are offered as a check list of items that will prove useful in the evaluation of proposals by the Municipal Development Committee.

#### GRAPHIC MATERIAL

- . Illustrative details or sketches to describe the proposed use, adaptive reuse, site amenities, landscaping, parking, loading disposition, major materials and colors, relationship to the surrounding area and any other drawings which the developer may deem appropriate.
- . Building description plans, sections, elevations, perspectives and models as required to convey the function, scale, material and color of any proposed structure and its relationship to surrounding facilities.

#### WRITTEN MATERIAL

- . General description text as required to support and elaborate the graphic materials and convey the intent of the proposals.
- . Total project cost.
- . Financing strategy - description of the proposed financing for the project.
- . Projected commercial and residential rental fees.

Submissions in a minimum of ten (10) copies are requested.

## PROJECT DESCRIPTION

Disposition Parcel D-1-B is located on the westerly side of deKoven Drive, more specifically the northwest intersection of deKoven Drive and Union Street, and is further identified as Lot 12, Block 23-25, Map 24, a map on file in the office of the Tax Assessor of the City of Middletown. The parcel enjoys approximately 422.2 feet of frontage along deKoven Drive, 163.15 feet of frontage along Union Street for a total land area of approximately 100,136 square feet or 2.299 acres. The site is at street grade on deKoven Drive and Union Street; however, rises in a westerly direction from deKoven Drive approximately 8 feet in elevation.

The parcel is presently owned by the City of Middletown and is immediately available for development upon execution of a required land disposition agreement.

All of the typical utilities, including municipal water and sewer, gas, electricity and telephone are available to the site. In addition, two 8' water laterals and two 8' sanitary laterals are terminated at the property's east boundary along deKoven Drive. A 24" storm drain and 18" storm drain, terminated at catch basins, are also available to the site. For exact locations, see Utilities Map, deKoven Drive, Station 9 + 50 to Station 14 + 50, S.I. Contract No. 3, Sheet 5 of 21, dated March, 1975.

Underground gas and electrical systems are also available to the site. All streets surrounding the parcel have been completely reconstructed and equipped with new lighting and expanded utility systems.

Disposition Parcel D-1-B is situated within a B-1 Central Business Zone which provides for central retail, office, cultural and governmental activities of the community, as well as high density residential use.

The Middletown National Guard Armory, considered as the second stage of the project, is presently owned by the State of Connecticut and will be conveyed to the City of Middletown when the property is vacated by the military department. The property enjoys 123.43 feet of frontage along the east side of Main Street, a rear line of 122.49 feet and an average depth of 256 feet for a total land area of approximately 31,478 square feet. It is probably well to point out that the property is situated within the bounds of the Metro South Historic District and the improvements, the National Guard Armory, is considered as a contributory building to the district.



This Armory complex includes a courtyard formed by two wings and a connecting facade of the drill shed which presents a formal arrangement of buildings and grounds typical of the neighboring commercial structures dating from the Eighteenth and early Nineteenth Centuries. The north wing of the Armory was built by John R. Watkinson, circa 1810, as a residence facing Main Street. Watkinson was a prominent merchant and the founder of a woolen manufacturing plant on the Pameacha River in 1814. In 1836, the Federal style house, five bays with a center hall, descended to John H. Watkinson, later President of the Middletown National Bank. The property was acquired in 1919 by the State of Connecticut for the purpose of constructing an Armory. In an interesting demonstration of adaptive reuse, the original house was turned on its foundation to face south. An exact duplicate was constructed to face the original, across a court, and the facade of a large drill shed was joined to the east wall of each wing. Although this classical revival facade has coupled full height columns carrying high and prominent entablature, the use of brick and the continuation of the wing cornices across the facade is sympathetic to the appearance of the wings. The details of the facade also detail the classically inspired Federal details of the wings.

Presently, the front wings on the first floor are each used for administrative use and an officer's club respectively. The basement of the drill hall contains a mess hall and kitchen, public toilets, storage, vehicle storage, a boiler room and other service areas. The drill hall, first floor, is used for National Guard functions and is provided with a spectator's balcony.

The building is two stories high with a full basement situated on a sloping site. The principle entrances are at the Main Street end of the site. The grade change, sloping from west to east, provides access at grade to the basement level at the opposite end or rear of the building. Two central stair locations have direct access to grade on each side of the building.

The brick masonry structure is of bearing wall construction while the front wings are, in part, supported with wood bearing partitions and roof tresses and steel beam reinforcement. The drill hall, first floor, is supported on a grid of beams held up by columns in the basement. The drill hall roof is supported by unprotected steel tresses spanning 143 feet clear. The bottom chord of the tresses is located 16 feet above the first floor.

The Armory structure appears to have been designed to support the following live load requirements. The two wings can support 40 psf on both floors. The central circulation corridor connecting the stair wells can support a 50 psf live load. The drill hall, first floor, can support a 125 psf live load and the basement floor, a 200 - 300 psf live load.

Listed below is a table of areas including circulation and net usable areas:

	CIRCULATION	NET USABLE AREA	TOTAL
<u>Basement</u>			
a. front wings	----	crawl space	
b. drill hall	1,980 sf	9,300 sf	
	<hr/>	<hr/>	<hr/>
c. Total	1,980 sf	9,300 sf	11,280 sf
<u>First Floor</u>			
a. front wings	----	2,650 sf	
b. drill hall	985 sf	10,285 sf	
	<hr/>	<hr/>	<hr/>
c. Total	985 sf	12,935 sf	13,920 sf
<u>Second Floor</u>			
a. front wings	----	2,650 sf	
b. drill hall	985 sf	1,170 sf	
	<hr/>	<hr/>	<hr/>
c. Total	985 sf	3,820 sf	4,805 sf
	<hr/>	<hr/>	<hr/>
TOTALS:	3,950 sf	26,055 sf	30,005 sf

The Armory property, located in a B-1 Central Business Zone, will not be available for development until such time as it is vacated by the military department. In the meantime, the City of Middletown will vigorously pursue possession of the premises, as well as the acquisition of a parcel of land behind the Armory, in order to establish contiguity between the Armory parcel and Disposition Parcel D-1-B.



## DEVELOPMENT PROGRAM

The Municipal Development Committee will evaluate each applicant's written and visual presentation of his development programs to determine its responsiveness to the goals and objectives of the Committee as well as its impact on the economic and visual well being of the downtown Central Business District.

The Municipal Development Committee is most eager to see work begin in these areas; therefore, it will carefully study the qualifications of the developer, his architect and corresponding design consultants. It will review and evaluate their past projects and capability to carry out a development program in a timely manner. The Committee will further evaluate information demonstrating the financial capability of the developer and will consult with references familiar with the developer, his past performance, quality of work and character.

In order to assess the capability and resources of the developer to carry out the proposed development, the Municipal Development Committee will require the following information:

- . The name, address and telephone number of the developer and the name of the representative authorized to act in his behalf.
- . If the developer is not an individual doing business under his own name, he must describe the status of the organization (whether a non-profit or charitable institution, a partnership, syndication, a business association or a joint venture) and indicate the jurisdiction under which laws it is organized and operating.

- . Identification of the known principals, partners, syndicate or co-venturer's participation in the development and the nature and share of each participants interest in the project.
- . The name, address and telephone number of legal counsel authorized to represent the developer.
- . Identification of all developments in which the developer has been involved.

A statement of the financial capability of the developer. The developer should consider submitting as much information as he believes will be useful for the purpose of evaluating his financial reliability. To the extent permitted by Law, the Municipal Development Committee will hold all information in the strictest confidence.

- . The names and addresses of at least two credit references. The references should be from lending institutions from which the developer has previously obtained permanent financing.
- . A statement describing the project costs, the expected equity requirements and sources and the anticipated sources of permanent financing and working capital.
- . The name, address and telephone number of the architect and corresponding associated design firms. Also, the name of the representative authorized to act in their behalf and their general area of responsibility.

- . The names of the principals who will be directly involved or responsible for the project.
- . Proposed time schedule for submission of: construction plans; evidence of financing; purchase of land; and, the start and completion of construction.

A contract for the sale of land shall contain contain covenants requiring the developer, his successors and assigns to:

- . Conform to the Equal Opportunity requirements of Executive Order 11246 during the construction of improvements.
- . In the use of the property, the developer, his successors and assigns shall not discriminate upon the basis of race, color, religion, sex or national origin regarding the sale, lease, rental or occupancy of the property or any improvement erected thereon.

The developer will also be required to conform to the provisions of Chapter VII, Section 7-1 as amended, of the Middletown Code of Ordinances, Ordinance Number 2.

The City of Middletown reserves the right to reject any and all proposals.

### SALE PRICE

The land price established by the Municipal Development Committee for Disposition Parcel D-1-B is \$1.50 per square foot or \$150,204.00.

A sales price for the Armory has not been established at this time. Consideration for deferred maintenance costs, parking availability, pro-forma and appraisal information and nominal acquisition cost in the event of public partnership must be analyzed and reviewed as a basis for a negotiated sales price.

### SELECTION PROCESS

Please make your submission complete and include all information requested. Proposals must be submitted by January 28, 1985 at 4:30 p.m., Room 206 of the Municipal Building. The Municipal Development Committee will evaluate all submissions and, if necessary, make inquiries about the developer and other participants named. An interview with the developer and his architect may be scheduled to provide an opportunity to discuss the proposal in detail. The Municipal Development Committee will recommend preliminary designation of a developer on or before March 1, 1985.

A contract for the sale of land containing the terms of conveyance, time schedule for the submission of plans and specifications, evidence of financing, date of conveyance and the start and completion of construction will be prepared for approval and execution by and between the developer and the City of Middletown.

A Redeveloper's Statement for Public Disclosure, Part I and Part II, is attached for use as part of the submission.

Special Condition:

The construction of curb cuts and a sidewalk along deKoven Drive will be the responsibility of the designated developer.

## ATTACHMENTS

- A. Parcel map, D-1-B and the State Armory
- B. Ordinance Section 7-1 of the Code of Ordinances
- C. Redeveloper's Statement for Public Disclosure, Part I
- D. Redeveloper's Statement of Qualifications and Financial Responsibility, Part II
- E. Sample Letter of Intent
- F. Surrounding Uses

(A)

UNION STREET

MIDDLETOWN PRESS

PELTON'S PHARMACY

MAIN STREET

METRO SQUARE

COLLEGE STREET

DRIVE

PROPOSED

357.06' FIRST STAGE

122.7' SECOND STAGE

125.69'

296.7'

163.15'

DISPOSITION PARCEL B-1-B

AREA 100.00 SQ. FT.

100.00 SQ. FT.

100.00 SQ. FT.

100.00 SQ. FT.

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100.00 SQ. FT.

NOTES:  
1. THE PROPOSED LAYOUT IS BASED ON THE ASSUMPTION THAT THE EXISTING BUILDING IS TO BE DEMOLISHED AND THE NEW BUILDING IS TO BE CONSTRUCTED ON THE SAME SITE.  
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MODEL TOWN REDEVELOPMENT AGENCY  
MIDDLE TOWN, CONNECTICUT  
MIDDLE TOWN REDEVELOPMENT PROJECT  
DISPOSITION PARCEL D-1-B

CANN ENGINEERS, INC.  
CONSULTING ENGINEERS  
ALEXANDER DRIVE  
MILLINGTON, CONNECTICUT

DATE: 10/1/78  
SCALE: 1" = 100'  
DRAWN BY: J. J. JONES  
CHECKED BY: J. J. JONES  
APPROVED BY: J. J. JONES

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Notice is hereby given that at the Regular Meeting of the Common Council of the City of Middletown held on Monday, March 1, 1982, the following Ordinance, as amended, was passed and adopted:

AMENDED

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:

That Section 7-2 of the Code of Ordinances is hereby repealed and Section 7-1 is amended as follows:

Sec. 7-1. Contract Provisions Required Pertaining to Tradesmen and Laborers.

All contracts entered into between the City of Middletown and contractors which utilize tradesmen or laborers by the contractor in the performance of the contract shall incorporate the following provisions:

(a) The contractor shall hire residents of the City of Middletown to perform all necessary labor.

(b) In the event the contractor is restricted by labor contracts, or the required specific skills are not available in the City of Middletown, the contractor may hire tradesmen and laborers who reside outside the City, provided that prior to commencement of performance, the contractor submits its reasons for such action in writing along with supporting documents to the City. Such documents may consist of, but are not limited to, labor contracts, lists of names and addresses of tradesmen, laborers or labor representatives contacted in the City of Middletown and lists of required skilled labor positions for which personnel were not available in the City of Middletown. The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City staff and the Contract Compliance Committee, determines that the contractor has failed to comply with this ordinance, it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action required is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any other party.

(c) Prior to commencement of performance, and at any time after commencement of performance of the contract by the contractor, the Purchasing Agent may require submission of relevant documents and other relevant information related to the employment of tradesmen and laborers in performance of any specific contract with the City. The contractor shall respond promptly to all inquiries and requests for information and documents made by the City.

(d) Prior to commencement of performance of the contract, the contractor shall forward to the department overseeing the contract a written



statement which indicates the name of each worker scheduled to perform work for the contractor on the contract, the worker's City of residence, and occupational title. The same shall be provided for all subcontractor working on the contract. The department shall forward copies of such statements to the Purchasing Agent, upon receipt. The contractor shall provide written amendments to these statements in order to provide advance notice to the City of the scheduled employment of other workers the contractor chooses to perform work on the contract. These amendments shall be on file with the City before such other workers report to work. The department overseeing the project and the office of the Purchasing Agent shall keep separate files of each construction project.

(e) The contractor shall forward to the department overseeing the contract bi-weekly payroll records which cover the preceding bi-weekly contract period, which shall be on forms approved in advance by the City. Copies of these reports shall be forwarded by the City department overseeing the project to the Purchasing Agent, upon receipt.

(f) A copy of this ordinance shall be included and be part of the bid and contract documents. Reference to the page number of this ordinance shall be made in the index or table of contents of the bid and contract documents.

(g) All tradesmen and laborers hired to perform work under the contract shall be paid at the prevailing rates for the same work in the same trade in the City and shall receive the fringe benefits normally offered at that time for the particular trade. "Prevailing rates" as used herein shall mean the latest rates published by the Connecticut Labor Department unless otherwise required to qualify for a federal grant pertaining to the contract.

(h) As used herein, the term "contractor" shall include the general or prime contractor and all subcontractors performing work under the contractor. The prime or general contractor shall be responsible for the compliance of the subcontractors.

(i) As used herein, the terms "tradesmen" and "laborers" shall mean the employees employed by the contractor in positions for which prevailing rates are published by the Connecticut Labor Department. Local tradesmen and laborers shall not include workers temporarily residing in the City during the term of a contract.

(j) The department overseeing the contract shall conduct bi-weekly on-site inspections in order to verify the accuracy of written reports and statements and to assure that the intent of this ordinance is met.

(k) The Director of the City department overseeing the project shall notify the Purchasing Agent in writing as to the correctness of written records furnished by the contractors.

(l) The Purchasing Agent shall inform the Contract Compliance Committee whether or not each contractor has forwarded the required written records to the City, hired local laborers and tradesmen to perform the necessary work, and payed the prevailing wages and provide the prevailing fringe benefits to employees.

(m) There shall be a committee known as the Contract Compliance Committee. The Committee shall consist of three electors of the City who shall be appointed by the Mayor with the consent of the Common Council. Two of the committee members shall be Common Council members not of the same political party who shall serve during their term of office, one of whom shall be designated chairman by the Mayor. The third committee member shall be a member of an organized trade labor group who shall serve a two-year term commencing on the date of appointment. If the committee determines that a contractor is not in compliance, it shall make a report of its findings to the Mayor and Common Council with its recommendations as to whether corrective action should be required of the contractor or whether the contractor should be terminated. The Purchasing Agent shall provide staff assistance to the committee.

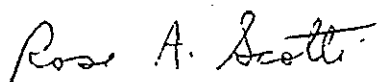
(Revised Ordinance as submitted by Councilman Gerard Roccapriore)

On motion of Councilman Roccapriore, seconded by Councilman Appellof, and amended by Councilman Loffredo, seconded by Councilman Parisi, it was voted that the foregoing Ordinance be passed and adopted; twelve members voting Aye.

Mayor Cubeta: The Ayes have it and the Ordinance is adopted.

Dated at Middletown, Connecticut  
this 3rd day of March, 1982.

ATTEST:



ROSE A. SCOTTI  
Assistant City and Town Clerk

REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE <sup>1</sup>

## A. REDEVELOPER AND LAND

1. a. Name of Redeveloper:

b. Address and ZIP Code of Redeveloper:

c. IRS Number of Redeveloper:

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

\_\_\_\_\_  
(Name of Local Public Agency)

in

\_\_\_\_\_  
(Name of Urban Renewal or Redevelopment Project Area)in the City of \_\_\_\_\_, State of \_\_\_\_\_,  
is described as follows <sup>2</sup>

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of \_\_\_\_\_:

☐ A corporation.☐ A nonprofit or charitable institution or corporation.☐ A partnership known as \_\_\_\_\_☐ A business association or a joint venture known as \_\_\_\_\_☐ A Federal, State, or local government or instrumentality thereof.☐ Other (explain) \_\_\_\_\_

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:

5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows:

<sup>1</sup> If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.<sup>2</sup> Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock<sup>1</sup>.
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, AND ZIP CODE

POSITION TITLE (if any) AND PERCENT OF INTEREST OR  
DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper);

NAME, ADDRESS, AND ZIP CODE

DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

## B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but *only* if land is to be redeveloped or rehabilitated in whole or in part for *residential* purposes.)

<sup>1</sup> If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

- a. Total cost of any residential redevelopment. . . . . \$
- b. Cost per dwelling unit of any residential redevelopment. . . . . \$
- c. Total cost of any residential rehabilitation . . . . . \$
- d. Cost per dwelling unit of any residential rehabilitation . . . . . \$

2. a. State the Redeveloper's estimate of the average monthly rental (*if to be rented*) or average sale price (*if to be sold*) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

<u>TYPE AND SIZE OF DWELLING UNIT</u>	<u>ESTIMATED AVERAGE</u>	<u>ESTIMATED AVERAGE</u>
	<u>MONTHLY RENTAL</u>	<u>SALE PRICE</u>
	\$	\$

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals:

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices:

### CERTIFICATION

I (We)<sup>1</sup> \_\_\_\_\_  
 certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.<sup>2</sup>

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Address and ZIP Code*

\_\_\_\_\_  
*Address and ZIP Code*

<sup>1</sup> If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

<sup>2</sup> **Penalty for False Certification:** Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

HUD-6004  
(9-69)

(D)

(For Confidential Official Use of the Local Public Agency and the Department of Housing and Urban Development. Do Not Transmit to HUD Unless Requested or Item 8b is Answered "Yes.")

1. a. Name of Redeveloper:

b. Address and ZIP Code of Redeveloper:

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

\_\_\_\_\_  
(Name of Local Public Agency)

in \_\_\_\_\_  
(Name of Urban Renewal or Redevelopment Project Area)

in the City of \_\_\_\_\_, State of \_\_\_\_\_,  
is described as follows:

3. Is the Redeveloper a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms? ☐ YES ☐ NO

If Yes, list each such corporation or firm by name and address, specify its relationship to the Redeveloper, and identify the officers and directors or trustees common to the Redeveloper and such other corporation or firm.

4. a. The financial condition of the Redeveloper, as of \_\_\_\_\_, 19\_\_\_\_, is as reflected in the attached financial statement.

(NOTE: Attach to this statement a certified financial statement showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days o.d.)

b. Name and address of auditor or public accountant who performed the audit on which said financial statement is based:

5. If funds for the development of the land are to be obtained from sources other than the Redeveloper's own funds, a statement of the Redeveloper's plan for financing the acquisition and development of the land:

6. Sources and amount of cash available to Redeveloper to meet equity requirements of the proposed undertaking:

a. In banks:

NAME, ADDRESS, AND ZIP CODE OF BANK

AMOUNT  
\$

b. By loans from affiliated or associated corporations or firms:

NAME, ADDRESS, AND ZIP CODE OF SOURCE

AMOUNT  
\$

c. By sale of readily salable assets:

DESCRIPTION

MARKET VALUE  
\$

MORTGAGES OR LIENS  
\$

7. Names and addresses of bank references:

8. a. Has the Redeveloper or (if any) the parent corporation, or any subsidiary or affiliated corporation of the Redeveloper or said parent corporation, or any of the Redeveloper's officers or principal members, shareholders or investors, or other interested parties (as listed in the responses to Items 5, 6, and 7 of the Redeveloper's Statement for Public Disclosure and referred to herein as "principals of the Redeveloper") been adjudged bankrupt, either voluntary or involuntary, within the past 10 years? ☐ YES ☐ NO

If Yes, give date, place, and under what name.

- b. Has the Redeveloper or anyone referred to above as "principals of the Redeveloper" been indicted for or convicted of any felony within the past 10 years? ☐ YES ☐ NO

If Yes, give for each case (1) date, (2) charge, (3) place, (4) Court, and (5) action taken. Attach any explanation deemed necessary.

9. a. Undertakings, comparable to the proposed redevelopment work, which have been completed by the Redeveloper or any of the principals of the Redeveloper, including identification and brief description of each project and date of completion:

- b. If the Redeveloper or any of the principals of the Redeveloper has ever been an employee, in a supervisory capacity, for construction contractor or builder on undertakings comparable to the proposed redevelopment work, name of such employee, name and address of employer, title of position, and brief description of work:

10. Other federally aided urban renewal projects under Title I of the Housing Act of 1949, as amended, in which the Redeveloper or any of the principals of the Redeveloper is or has been the redeveloper, or a stockholder, officer, director or trustee, or partner of such a redeveloper:

11. If the Redeveloper or a parent corporation, a subsidiary, an affiliate, or a principal of the Redeveloper is to participate in the development of the land as a construction contractor or builder:

a. Name and address of such contractor or builder:

- b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract?

☐ YES ☐ NO

If Yes, explain:

- c. Total amount of construction or development work performed by such contractor or builder during the last three years: \$ \_\_\_\_\_.

General description of such work:

- d. Construction contracts or developments now being performed by such contractor or builder:

IDENTIFICATION OF  
CONTRACT OR DEVELOPMENT

LOCATION

AMOUNT  
\$

DATE TO BE  
COMPLETED



e. Outstanding construction-contract bids of such contractor or builder:

AWARDING AGENCY

AMOUNT  
\$

DATE OPENED

12. Brief statement respecting equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the redevelopment of the land, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:

13. a. Does any member of the governing body of the Local Public Agency to which the accompanying bid or proposal is being made or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☐ NO

If Yes, explain.

b. Does any member of the governing body of the locality in which the Urban Renewal Area is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☐ NO

If Yes, explain.

14. Statements and other evidence of the Redeveloper's qualifications and financial responsibility (other than the financial statement referred to in Item 4a) are attached hereto and hereby made a part hereof as follows:

### CERTIFICATION

I (We)<sup>1</sup> \_\_\_\_\_  
certify that this Redeveloper's Statement of Qualifications and Financial Responsibility and the attached evidence of the Redeveloper's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.<sup>2</sup>

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Signature

Signature

Title

Title

Address and ZIP Code

Address and ZIP Code

<sup>1</sup> If the Redeveloper is a corporation, this statement should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Redeveloper.

<sup>2</sup> Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

SAMPLE LETTER OF INTENT

Mr. Vincent J. Loffredo, Chairman  
Municipal Development Committee  
c/o Municipal Development Office  
Municipal Building  
deKoven Drive, Room 206  
Middletown, CT 06457

Re: Disposition Parcel D-1-B  
deKoven Drive  
Middletown, Connecticut

Gentlemen:

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(hereinafter called the "Developers"), hereby submit this Letter of Intent in connection with their proposal to redevelop and reuse the above named property.

If selected by the City of Middletown as developer for this property, the Developers hereby agree to accomplish the following:

1. We agree to redevelop the property in accordance with the design proposal for said property prepared by \_\_\_\_\_, dated \_\_\_\_\_, and submitted herewith. We will utilize \_\_\_\_\_ as our architect. All construction shall conform to all State and local laws, codes and ordinances.
2. a) We agree to pay a price of \$ \_\_\_\_\_ for the purchase of land.

Page 2. Vincent J. Loffredo, Chairman  
Municipal Development Committee  
Re: Disposition Parcel D-1-B  
Date

3. Within thirty (30) days of all presentations to the Municipal Development Committee, as provided in the Developer's Kit, the Committee will make a recommendation to the Common Council for preliminary approval. The Committee recommendation will be submitted to the Common Council at the next regular meeting of the Council after the recommendation is voted on by the Committee. We agree to submit to the Municipal Development Committee, within sixty (60) days after preliminary approval by the Common Council of this Letter of Intent and accompanying design proposal, plans and specifications prepared by the architect in conformance with the approved design proposal and all applicable Federal, State and local laws, codes, regulations and ordinances. The Municipal Development Committee will review and approve or disapprove such plans and specifications and shall, within thirty (30) days of receipt of the plans and specifications, notify us, in writing, of its approval or disapproval, setting forth in detail any grounds for disapproval and any recommendations for changes in the proposal.
4. In the event of a disapproval, we shall within thirty (30) days after receiving notice of such disapproval, resubmit these plans and outline specifications, altered to meet the grounds of disapproval. The resubmission shall be subject to the review and approval by the Municipal Development Committee of the City of Middletown.

Page 3. Vincent J. Loffredo, Chairman  
Municipal Development Committee  
Re: Disposition Parcel D-1-B  
Date

5. We agree, upon acceptance of the submitted (or resubmitted) plans and specifications by the Municipal Development Committee, to negotiate in good faith with the Municipal Development Committee for a contract for the Sale of Land. The parties will attempt to complete such agreements within thirty (30) days of approval of plans and specifications by the Committee.

Upon agreement between us and the Municipal Development Committee for a contract for the Sale of Land, such proposed agreements and the formal designation of us as Developers for Parcel D-1-B, shall be submitted to the next regular meeting of the Middletown Common Council for final approval and authorization.

6. We understand that it is our responsibility to obtain necessary Planning and Zoning Commission approval or approval of any other Federal, State or local regulatory body and that approval of the Common Council of the plans and specifications and authorization for a contract for the Sale of Land shall not be a substitute for any such other required approvals.
7. We agree to cooperate with the City of Middletown in order that the reuse and new development may conform fully to the objectives of the City as set forth in the Developer's Kit.

8. Formal designation as developer and authorization for a contract for the Sale of Land are subject to approval of the Common Council of the City of Middletown. Within fifteen (15) days of such approval by the Common Council, we shall sign the contract for the Sale of Land which shall provide that construction shall commence within sixty (60) days of the execution of such agreements and shall be completed without delay.
9. Submitted herewith is a check in the amount of Five Thousand (\$5,000) Dollars payable to the City of Middletown. This check shall be deposited by the City of Middletown and the funds shall be held by the City of Middletown until the sooner of (a) rejection of all bids, or (b) preliminary approval by the Common Council for a bidder. The deposits of the unsuccessful bidders will be refunded by check by the City of Middletown after the Common Council votes preliminary approval of a bidder. After the Common Council gives such approval, the Five Thousand (\$5,000) Dollar deposit of the approved bidder shall be held by the City, without interest, to be retained by the City as liquidated damages in the event the bidder fails in good faith to prepare the final plans and specifications for the approval by the City or fails to execute a contract for the Sale of Land in good faith with the City after authorized by the Common Council. If the bidder designated as developer by the Common Council enters into a contract for the Sale of Land with the City, then the Five Thousand (\$5,000) Dollar deposit shall be applied toward the purchase price of Parcel D-1-B.

Page 5. Vincent J. Loffredo, Chairman  
Municipal Development Committee  
Re: Disposition Parcel D-1-B  
Date

Upon preliminary approval of the Common Council, the Mayor will sign, date and return a copy of this Letter of Intent.

Very truly yours,

By: \_\_\_\_\_

This is to advise that the Common Council of the City of Middletown, at a meeting held on \_\_\_\_\_, voted to grant preliminary approval of your proposal. Please submit plans in accordance with this Letter of Intent.

CITY OF MIDDLETOWN

By: \_\_\_\_\_  
Sebastian J. Garafalo, Mayor

Date: \_\_\_\_\_

(October, 1984)

